

Hearing Date: August 9, 2016 at 10:00 a.m. (Prevailing Eastern Time)
Objection Deadline: August 4, 2016 at 4:00 p.m. (Prevailing Eastern Time)

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*Counsel to the Debtors
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
In re	:	Chapter 11
	:	
Gawker Media LLC, <i>et al.</i> , ¹	:	Case No. 16-11700 (SMB)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X		

**NOTICE OF DEBTORS' APPLICATION PURSUANT TO SECTIONS 327(e), 328(a),
AND 330 OF THE BANKRUPTCY CODE, BANKRUPTCY RULES 2014 AND 2016,
AND LOCAL RULES 2014-1 AND 2016-1 FOR ENTRY OF AN ORDER
AUTHORIZING THE RETENTION AND EMPLOYMENT OF BRANNOCK &
HUMPHRIES AS SPECIAL LITIGATION COUNSEL EFFECTIVE *NUNC PRO TUNC*
TO THE PETITION DATE**

PLEASE TAKE NOTICE that a hearing (the "Hearing") on the Application (the "Application" a copy of which is attached hereto) of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order authorizing the Debtors to retain and employ Brannock & Humphries as special litigation counsel effective *nunc pro tunc* to the

¹ The last four digits of the taxpayer identification number of the debtors are: Gawker Media LLC (0492); Gawker Media Group, Inc. (3231); and Kinja Kft. (5056). The offices of Gawker Media LLC and Gawker Media Group, Inc. are located at 114 Fifth Avenue, 2d Floor, New York, NY 10011. Kinja Kft.'s offices are located at Andrassy ut 66. 1062 Budapest, Hungary.

Petition Date will be held before the Honorable Stuart M. Bernstein of the United States Bankruptcy Court for the Southern District of New York (the “Court”), in Room 723, One Bowling Green, New York, New York 10004-1408, on **August 2, 2016 at 10:00 a.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that responses or objections to the Application and the relief requested therein, if any, shall be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, shall set forth the basis for the response or objection and the specific grounds therefore, and shall be filed with the Court electronically in accordance with General Order M-399 by registered users of the Court’s case filing system (the User’s Manual for the Electronic Case Filing System can be found at <http://www.nysb.uscourts.gov>, the official website for the Court), with a hard copy delivered directly to chambers and served so as to be actually received no later than **August 4, 2016 at 4:00 p.m. (prevailing Eastern Time)** (the “Objection Deadline”), upon: (i) the Debtors, Gawker Media LLC, 114 Fifth Avenue, 2d Floor, New York, NY 10011, Attn. Heather Dietrick (heather@gawker.com); (ii) counsel for the Debtors, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, NY 10036, Attn: Gregg M. Galardi (gregg.galardi@ropesgray.com); (iii) the Office of the United States Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, NY 10014, Attn: Greg Zipes & Susan Arbeit; (iv) the Internal Revenue Service; (v) the United States Attorney for the Southern District of New York; (vi) proposed counsel to the Official Committee of Unsecured Creditors, Simpson Thacher & Bartlett, 425 Lexington Avenue, New York, NY 10017, Attn: Sandy Qusba (squsba@stblaw.com) and William T. Russell (wrussell@stblaw.com); (vii) counsel to US VC Partners LP, as Prepetition Second Lien Lender, Latham & Watkins LLP, 330 North Wabash

Avenue, Suite 2800, Chicago, IL 60611, Attn: David Heller (david.heller@lw.com) & Keith A. Simon, 885 Third Avenue, New York, New York 10022, Attn: Keith A. Simon (keith.simon@lw.com); (viii) counsel to Cerberus Business Finance, LLC, as DIP Lender, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022, Attn: Adam C. Harris (adam.harris@srz.com); (ix) Brannock & Humphries, 1111 W. Cass Street, Suite 200, Tampa, Florida 33606, Attn: Steven L. Brannock (sbrannock@bhappeals.com); and (x) those persons who have formally appeared and requested service in these cases pursuant to Bankruptcy Rule 2002.

PLEASE TAKE FURTHER NOTICE that a copy of the Application may be obtained free of charge by visiting the website of Prime Clerk LLC at <http://cases.primeclerk.com/gawker>. You may also obtain copies of any pleadings by visiting the Court's website at <http://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein.

PLEASE TAKE FURTHER NOTICE that the Hearing may be continued or adjourned thereafter from time to time without further notice other than an announcement of the adjourned date or dates at the Hearing or at a later hearing. The Debtors will file an agenda before the Hearing, which may modify or supplement the Application to be heard at the Hearing.

PLEASE TAKE FURTHER NOTICE that if no objections or other responses are timely filed and served with respect to the Application, the Debtors may, on or after the Objection Deadline, submit to the Court an order substantially in the form annexed as **Exhibit A** to the Application, which order the Court may enter with no further notice or opportunity to be heard.

Dated: July 25, 2016
New York, New York

/s/ Gregg M. Galardi
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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	Chapter 11
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Gawker Media LLC, <i>et al.</i> , ¹	:	Case No. 16-11700 (SMB)
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Debtors.	:	(Jointly Administered)
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**DEBTORS' APPLICATION PURSUANT TO SECTIONS 327(e), 328(a), AND 330 OF
THE BANKRUPTCY CODE, BANKRUPTCY RULES 2014 AND 2016, AND LOCAL
RULES 2014-1 AND 2016-1 FOR ENTRY OF AN ORDER AUTHORIZING THE
RETENTION AND EMPLOYMENT OF BRANNOCK & HUMPHRIES AS SPECIAL
LITIGATION COUNSEL EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

Gawker Media LLC ("Gawker Media") and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors") respectfully submit this application (the "Application") for entry of an order under, substantially in the form attached hereto as Exhibit A, authorizing the Debtors to retain Brannock & Humphries as special

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litigation counsel, *nunc pro tunc* to the Petition Date pursuant to sections 327(e), 328(a) and 330 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”). In support of the Application, the Debtors submit the Declaration of Steven Brannock (the “Brannock Declaration”), attached hereto as Exhibit B, and (ii) the Declaration of William D. Holden (the “Holden Declaration”), attached hereto as Exhibit C. In support of the Motion, the Debtors hereby incorporate by reference the *Declaration of William D. Holden in Support of First Day Motions* (the “First Day Declaration”). [Docket No. 7]. In further support of the Application, the Debtors respectfully represent as follows:

Jurisdiction

1. This Court has jurisdiction to consider and determine this application pursuant to 28 U.S.C. § 1334. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).
2. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409
3. The statutory predicates for the relief requested herein are Sections 327(e), 328(a), 330 and 1107(b) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rule 2014-1 and 2016-1.

Procedural Background

4. On June 10, 2016, Gawker Media filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. On June 12, 2016, Gawker Media Group, Inc. and Kinja Kft. each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.
5. On June 16, 2016 the Court entered an order authorizing the joint administration and procedural consolidation of the Debtors’ chapter 11 cases pursuant to Bankruptcy Rule

1015(b) [Docket No. 41].

6. On June 24, 2016, the United States Trustee for the Southern District of New York (the “U.S. Trustee”) appointed the official committee of unsecured creditors (the “Committee”). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases.

7. The Debtors are operating their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

8. The factual background regarding the Debtors, their business operations, their capital and debt structure, and the events leading up to the filing of these Chapter 11 Cases are set forth in detail in the First Day Declaration.

Relief Requested

9. The Debtors seek an order of this Court, pursuant to Sections 327(e), 328(a) and 330 of the Bankruptcy Code, and Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 2016-1 authorizing the Debtors to employ and retain Brannock & Humphries *nunc pro tunc* to the Petition Date, in accordance with the provisions of the May 7, 2014 engagement letter by and between Brannock & Humphries and Gawker Media LLC, as later modified by the parties’ subsequent oral agreement to expand the scope of the representation and remove the initial limitation on Brannock & Humphries’ hours as the case progressed and as the need for appellate services significantly increased (the “Engagement Agreement”), this Application, and the proposed Order submitted herewith, as the Debtors’ special counsel to perform legal services attendant to certain litigation, as more fully described herein. For the reasons set forth below, the Debtors submit that the relief requested is in the best interest of the Debtors, their estates, their creditors, stakeholders, and other parties in interest, and therefore, should be granted.

The Retention of Brannock & Humphries

10. The Debtors seek to retain Brannock & Humphries as special litigation counsel because of Brannock & Humphries's experience, knowledge and familiarity with certain lawsuits involving the Debtors' business and operations. Since on or about May 7, 2014, Brannock & Humphries has represented the Debtors before the trial and appellate courts of Florida in connection with certain lawsuits, described in paragraph 12-13 below (the "Actions"). Accordingly, the Debtors submit that Brannock & Humphries's knowledge, expertise, and experience with the Debtors' business and operations in connection with all issues, matters or controversies that may concern the Actions qualify Brannock & Humphries to work on behalf of the Debtors' estate in the most efficient and cost-effective manner.

11. The professional services that Brannock & Humphries will render to the Debtors include, but shall not be limited to, the following services (collectively, the "Services") in connection with the lawsuits described in paragraphs 12 and 13. Those services include advice regarding Florida appellate procedures, Florida's appellate judges and courts, and Florida substantive law as well as the drafting and filing of motions and briefs in Florida's appellate courts.

12. On May 7, 2014, Brannock & Humphries was retained to defend Debtors in connection with the action brought by Terry Gene Bollea in Pinellas County Circuit Court, *Bollea v. Gawker Media*, Case No. 12-012447CI-11 (6th Cir. Pinellas County), on appeal, *Gawker Media v. Bollea*, 2D16-2535 (2d DCA 2016) (*Bollea I*). As the scope of the litigation was expanded, Brannock & Humphries was also retained to represent non-debtors Nick Denton and A.J. Daulerio

13. As of May 2, 2016, Brannock & Humphries also represents Gawker Media in connection with a second lawsuit filed by Bollea. *Bollea v. Buchwald & Associates, Inc., et. al*, (6th Cir. Pinellas County) (*Bollea II*).

14. The Debtors require and will continue to require the Services throughout these chapter 11 cases. Though the automatic stay has prohibited the immediate prosecution of the Actions, the Debtors will need Brannock & Humphries's expertise during the bankruptcy cases to advise them on matter concerning the Actions, including appellate practice and procedure, Florida substantive law, and related matters. Additionally, as the Court is aware, at the conclusion of the sale process, if not sooner, the Debtors intend to modify the automatic stay to permit the appellate proceedings to continue.

15. No other law firm is providing the Debtors with the Services, except that Levine Sullivan Koch & Shulz, LLP and Thomas and LoCicero PL, is serving as primary and local counsel, respectively, in connection with the Actions. Brannock & Humphries will work with Ropes & Gray LLP ("Ropes & Gray"), and, if approved by the Court, Levine Sullivan Koch & Schulz LLP and Thomas and LoCicero PL to ensure that the services provided by each firm is complementary of each other and not duplicative.

16. If the Debtors were required to retain counsel other than Brannock & Humphries for the Actions, the Debtors, their estates, and all parties in interest would lose the benefit of Brannock & Humphries's experience and expertise on the matters for which Brannock & Humphries has been serving the Debtors prior to the filing of these chapter 11 cases. Moreover, the disruption and duplicative costs involved in replacing Brannock & Humphries on the Actions at this juncture on all actions, matters, issues and controversies described in the preceding paragraphs would be harmful to the Debtors, their estates, and their creditors.

17. The Debtors respectfully submit that Brannock & Humphries is well-qualified and uniquely able to provide the specialized legal advice sought by the Debtors as set forth herein in an efficient and cost-effective manner, and Brannock & Humphries's retention as special litigation counsel is in the best interests of the Debtors and their estates.

18. Brannock & Humphries's services are appropriate and necessary to enable the Debtors to achieve final resolution in the pending lawsuits.

No Adverse Interest

19. As discussed in the Brannock Declaration, Brannock & Humphries does not represent or hold an interest adverse to the Debtors with regard to the matters on which it will provide Services. As discussed in the Brannock Declaration, Brannock & Humphries has been paid in full and has no claim against the Debtors for prepetition services. Additionally, to the best of the Debtors' knowledge, and except as set forth in the Brannock Declaration, Brannock & Humphries has not represented the Debtors' creditors or any other parties in interest or their respective attorneys in any matter relating to the Debtors or their estates. To the best of the Debtors' knowledge and based upon the Brannock Declaration, Brannock & Humphries has not represented, nor does it now represent, any interest adverse to the Debtors with respect to the matters on which it is to be employed.

20. Brannock & Humphries has provided services to Gawker Media, LLC up through the time of the filing of this Application. Brannock & Humphries has billed and been paid for its services for 14 months covered on invoices issued between May, 2014 and June, 2016. On July 12, 2016, Brannock & Humphries issued an invoice for post-petition services for the month of June 2016 in the amount of \$6,956.60 that has not been paid. It has also accrued (but not billed) time and associated charged, and incurred disbursements, for services in the month of July 2016

through the date of this Application, and it is possible that Brannock & Humphries will learn of disbursements incurred prior to July 2016 that have not yet been billed by, or paid to, its respective vendors. Brannock & Humphries is also holding a retainer of \$16,658.00.

21. As set forth in the Brannock Declaration, in the ninety days prior to the Petition Date, the Debtors paid Brannock & Humphries an aggregate of \$175,354.50 on account of their obligations for Brannock & Humphries's services in connection with the Actions.

22. Brannock & Humphries also represents certain individual non-Debtor defendants, Nick Denton and A.J. Daulerio, in *Bollea I*. However, for the reasons set forth in the Brannock Declaration, the Debtors do not believe that there is a material conflict between the respective interests of the Debtors and non-Debtor defendants in *Bollea I* because they have a unity of interest in defending against the claims brought by Bollea.

Professional Compensation

23. Subject to Court approval, and in accordance with section 330(a) of the Bankruptcy Code and the United States Trustee's Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses (the "Fee Guidelines"), and the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals* (the "Interim Compensation Order") [Docket No. 94], and as set forth in the Brannock Declaration, the Debtors propose to compensate Brannock & Humphries on an hourly basis, plus reimbursement of actual, necessary expenses and other charges incurred by Brannock & Humphries according to its customary reimbursement policies. Brannock & Humphries's range of discounted hourly rates with respect to those Brannock & Humphries lawyers currently expected to spend significant time on these chapter 11 cases, are \$400 to \$475 for shareholders, \$215 for associates, and \$140 for paraprofessionals. The hourly rates set forth above are subject

to periodic adjustments to reflect economic and other conditions. Other attorneys and paralegals may from time to time serve the Debtors in connection with the matters described in this application.

24. The discounted hourly rates are discounted from Brannock & Humphries's standard hourly rates, which were negotiated with the Debtors prior to the Petition Date, and are the rates which will apply during the pendency of these chapter 11 cases, subject only ordinary periodic increases.

25. Brannock & Humphries will maintain detailed, contemporaneous records of time and any actual and necessary expenses incurred in connection with the rendering of the legal services described above by category and nature of services rendered.

Statement Regarding U.S. Trustee Guidelines

26. Brannock & Humphries intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with this chapter 11 case in compliance with applicable provisions of the Bankruptcy Code, Bankruptcy Rules, Local Rules, the Fee Guidelines, and the Interim Compensation Order. Subject to attorney client privilege limitations, Brannock & Humphries also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the Fee Guidelines, both in connection with this Application and fee applications to be filed by Brannock & Humphries in these chapter 11 cases.

27. The following information is provided in response to the request for additional information set forth in Paragraph D.1. of the Fee Guidelines:

Question: Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?

Answer: Yes. The hourly rates charged by Brannock & Humphries for this engagement are discounted from the rates Brannock & Humphries charges

for other comparable clients. The rate structure provided by Brannock & Humphries in this case is appropriate and not significantly different from (and actually less than) (a) the rates that Brannock & Humphries charges in other non-bankruptcy representations or (b) the rates of other comparably skilled professionals for similar engagements.

Question: Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

Answer: No.

Question: If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Answer: During the 12 month prepetition period, Brannock & Humphries represented and provided legal services to the Debtors mainly pursuant to the May 14, 2014 retainer agreement with Gawker Media as expanded by the agreement of the parties to eliminate the cap on hours described in the retainer. Brannock & Humphries represented Gawker Media on an hourly basis at the rates described in the chart above. There has been no variance in the terms of Brannock & Humphries retainer pre- or post-petition.

Question: Has your client approved your prospective budget and staffing plan, and, if so for what budget period?

Answer: Brannock & Humphries and the Debtors are currently working on a budget and staffing plan for Brannock & Humphries's work for the Debtors. The budget contemplates that Brannock & Humphries will assist the Debtor with the litigations in which Brannock & Humphries already represents the Debtors. The budget necessarily involves a projection of future events with limited information and is subject to change as the case develops. The Debtors anticipate a budget and staffing plan will be approved by the Debtors prior to the start of significant work on the appeal in *Bollea I*.

Basis for Relief

28. Section 327(e) of the Bankruptcy Code authorizes a debtor in possession to employ one or more attorneys to represent the debtor on specified matters so long as those attorneys do not represent or hold any interest adverse to the debtor or to the estate with respect

to the matter on which they are to be employed. *See* 11 U.S.C. § 327(e). Moreover, section 1107(b) of the Bankruptcy Code provides that “a person is not disqualified for employment under section 327 . . . solely because of such person’s employment by or representation of the debtor before the commencement of the case.” *See* 11 U.S.C. § 1107(b).

29. Section 328(a) of the Bankruptcy Code authorizes the employment of a professional person “on any reasonable terms and conditions of employment, including on a retainer [or] on an hourly basis.” 11 U.S.C. § 328(a).

30. As discussed above, Brannock & Humphries received \$175,354.50 within ninety days prior to the petition date.

31. The receipt of prepetition payments does not preclude a law firm from being employed as special counsel under section 327(e) so long as the receipt of such payment does not cause it to “hold any interest adverse to the debtor or to the estate with respect to the matter on which [it] is to be employed.” 11 U.S.C. § 327(e); *see also In re Mortgages Ltd.*, No. 2:08BK07465RJH, 2008 WL 5024925, at *1-2 (Bankr. D. Ariz. Aug. 14, 2008) (“[T]he potential receipt of a preference does not disqualify a firm from employment as special counsel when the debtor’s and the firm’s interests are parallel with respect to the matters for which the firm is to be employed.”); *cf. Giuliano v. Ernst & Young, LLP (In re RIH Acquisitions NJ, LLC)*, No. 13-34483, 2016 WL 2996950, at *4 (Bankr. D. N.J. May 24, 2016) (analogizing retention of ordinary course professional to retention under section 327(e) and concluding that Court need not address whether professional received preferential transfers to approve its retention). Indeed, “[s]ince the role of special counsel is, by definition, limited, the trustee need only show that there is no adverse interest related to that role itself.” *See Hogil Pharmaceutical Corp. v. Sapir (In re Innomed Labs, LLC)*, No. 07-cv-4778 (WCC), 2008 WL 276490 (S.D.N.Y. Jan. 29, 2008); *see*

also *Bank of Brussels Lambert v. Coan (In re AroChem Corp.)*, 176 F.3d 610, 622 (2d Cir. 1992) (“we should reason by analogy to 327(e), so that ‘where the trustee seeks to appoint counsel only as ‘special counsel’ for a specific matter, there need only be no conflict between the trustee and counsel’s creditor client with respect to the specific matter itself.”). This Court and other courts in this district have approved retentions of counsel under section 327(e) where the law firm to be retained received substantial payments within the ninety days prior to the petition date. *See, e.g., In re SunEdison, Inc.*, No. 16-10992 (SMB) (Bankr. S.D.N.Y. May 20, 2016) [Docket No. 361] (approving section 327(e) retention of law firm that received approximately \$2.37 million in fees for legal services during the ninety days before the petition date); *In re Apex Silver Mines Ltd.*, No. 09-10182 (JMP) (Bankr. S.D.N.Y. Jan. 22, 2009) [Docket No. 57] (approving section 327(e) retention of law firm that received unspecified compensation during the ninety days before the petition date). Accordingly, the fact that the Debtors paid Brannock & Humphries for services rendered on a prepetition basis does not disqualify Brannock & Humphries from being retained pursuant to section 327(e).

32. Additionally, Brannock & Humphries’s representation of non-Debtor defendants in *Bollea I* does not give rise to an adverse interest on the matters for which Brannock & Humphries is to be engaged. As set forth in the Brannock Declaration, the Debtors and Brannock & Humphries believe that the interests of the Debtors and the non-Debtor defendants are aligned, and are unlikely to diverge.

33. Finally, *nunc pro tunc* relief is appropriate here. Since the Petition Date, the Debtors have worked diligently on various matters related to the proposed sale of substantially all of its assets, and were preparing for the evidentiary hearing that was held in this Court on July 19, 2016. The Debtors respectfully submit that the brief period between the Petition Date and

the filing of this Application is appropriate and timely under the circumstances, so as to justify *nunc pro tunc* relief.

34. For the reasons set forth in this Application and the Brannock Declaration, the Debtors submit that Brannock & Humphries's retention and employment satisfies section 327(e) and this Application should be approved. If the Debtors were required to retain counsel other than Brannock & Humphries in connection with the Actions, the Debtors, their estates, and all parties in interest would be severely prejudiced, as the Debtors would lose Brannock & Humphries's invaluable experience and knowledge on, *inter alia*, the litigation matters described above. Accordingly, it is in the best interests of the Debtors and their estates to retain Brannock & Humphries.

Waiver of Stay

35. The Debtors also request that the Court waive the stay imposed by Bankruptcy Rule 6004(h), which provides that "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the Court orders otherwise." Fed. R. Bankr. P. 6004(h). As described above, the relief that the Debtors seek in this Application is necessary for the Debtors to protect their interests in pending litigation and to preserve value for their estates. Accordingly, the Debtors respectfully request that the Court waive the fourteen-day stay imposed by Bankruptcy Rule 6004(h), as the need for the relief sought herein justifies immediate relief.

Notice

Notice of this Motion has been provided to (i) the Office of the United States Trustee for the Southern District of New York; (ii) the Internal Revenue Service; (iii) the United States Attorney for the Southern District of New York; (iv) proposed counsel to the Official

Committee of Unsecured Creditors; (v) counsel to US VC Partners LP, as Prepetition Second Lien Lender; (vi) counsel to Cerberus Business Finance, LLC, as DIP Lender; (v) Counsel to the Stalking Horse Bidder; (vi) those persons who have formally appeared and requested service in these cases pursuant to Bankruptcy Rule 2002; and (vii) Brannock & Humphries. A copy of this Motion is also available on the website of the Debtors' proposed notice and claims agent at <https://cases.primeclerk.com/gawker>. In light of the nature of the relief requested, the Debtors submit that no other or further notice is necessary.

WHEREFORE, the Debtors respectfully request that this Court enter an Order
(a) authorizing the Debtors to retain Brannock & Humphries as special litigation counsel to the
Debtors, *nunc pro tunc* to the Petition Date, for the purposes and upon the terms set forth herein;
and (b) granting to the Debtors such other and further relief as may be just or proper.

Respectfully submitted,

Gawker Media LLC,



Dated: July 25, 2016

By: Heather Dietrick
President and General Counsel

Exhibit A

Proposed Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	:	
In re	:	Chapter 11
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Gawker Media LLC, <i>et al.</i> , ¹	:	Case No. 16-11700 (SMB)
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Debtors.	:	(Jointly Administered)
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**ORDER GRANTING DEBTORS' APPLICATION PURSUANT TO SECTIONS 327(e),
328(a), AND 330 OF THE BANKRUPTCY CODE, BANKRUPTCY RULES 2014 AND
2016, AND LOCAL RULES 2014-1 AND 2016-1 FOR ENTRY OF AN ORDER
AUTHORIZING THE RETENTION AND EMPLOYMENT OF BRANNOCK &
HUMPHRIES AS SPECIAL LITIGATION COUNSEL EFFECTIVE *NUNC PRO TUNC*
TO THE PETITION DATE**

Upon the application (the "Application")² of the Debtors for an Order, pursuant to sections 327(e), 328(a) and 330 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the "Local Rules") authorizing the employment of Brannock & Humphries as special counsel to the Debtors *nunc pro tunc* to the Petition Date; and upon the First Day Declaration and the Brannock Declaration, and the Holden Declaration; and the Court having reviewed the Application, the First Day Declaration, the Brannock Declaration, and the Holden Declaration; and the Court being satisfied with the representations made in the Application and the Brannock Declaration that Brannock & Humphries represents no adverse interest to the Debtors with

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² Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Application.

respect to the matters on which Brannock & Humphries will be employed, that its employment is necessary and in the best interests of the Debtors' estates, creditors, and other parties in interest; and it appearing that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it further appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and sufficient notice of the Application having been given under the particular circumstances; and it appearing that no other or further notice need be provided; and upon the record herein; and after due deliberation thereon; and sufficient cause appearing therefor, it is hereby

ORDERED THAT,

1. The Application is GRANTED as set forth herein.
2. Pursuant to sections 327(e), 328(a) and 330 of the Bankruptcy Code, the Debtors, as debtors and debtors in possession, are authorized to employ and retain Brannock & Humphries as special counsel effective *nunc pro tunc* to the Petition Date, in accordance with the Application, the Engagement Agreement, the Brannock Declaration, the Holden Declaration, and this Order, to perform the Services.
3. To the extent the Application or the Engagement Agreement is inconsistent with this Order, the terms of this Order shall govern.
4. Brannock & Humphries shall be compensated in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals* (the "Interim Compensation Order") [Docket No. 94]; *provided that*, Brannock & Humphries may redact information from its time entries that it determines, in its sole discretion

to be privileged information in connection with service of monthly fee statements on the Committee, its members and/or any of their representatives.

5. Prior to applying any increases in its hourly rates beyond the rates set forth in the Application, Brannock & Humphries shall provide ten days' notice of any such increases to the Debtors, the United States Trustee, counsel to the Official Committee of Unsecured Creditors, counsel to US VC Partners as Second Lien Lender, and Cerberus Business Finance LLC as DIP Lender and file the notice on ECF. The United States Trustee retains all rights to object to such rate increase.

6. Notwithstanding any stay that might be imposed by Bankruptcy Rule 6004(h) or otherwise, this Order shall be effective and enforceable immediately upon entry hereof.

7. Notwithstanding any provisions in the Engagement Agreement to the contrary, during the pendency of these chapter 11 cases, Brannock & Humphries will not represent present or future clients of Brannock & Humphries on matters adverse to the Debtors in these cases.

8. Notwithstanding any provision in the Engagement Agreement to the contrary, any retainers shall be applied to the payment of fees and costs as they are approved by the Court pursuant to the Interim Compensation Order.

9. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

10. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: August __, 2016
New York, New York

HONORABLE STUART M. BERNSTEIN
UNITED STATES BANKRUPTCY JUDGE

Exhibit B

Brannock Declaration

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re : Chapter 11
Gawker Media LLC, *et al.*,¹ : Case No. 16-11700 (SMB)
Debtors. : (Jointly Administered)
-----X

**DECLARATION OF STEVEN BRANNOCK IN SUPPORT OF DEBTORS'
APPLICATION PURSUANT TO SECTIONS 327(e), 328(a), AND 330 OF THE
BANKRUPTCY CODE, BANKRUPTCY RULES 2014 AND 2016, AND LOCAL RULES
2014-1 AND 2016-1 FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF BRANNOCK & HUMPHRIES AS SPECIAL LITIGATION
COUNSEL EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

I, Steven Brannock, make this Declaration, under penalty of perjury pursuant to 28 U.S.C. § 1746, and hereby declare as follows:

1. I am a shareholder at Brannock & Humphries and duly authorized to make this Declaration on behalf of Brannock & Humphries. I make this Declaration in support of the Application of Debtors Pursuant to 11 U.S.C. §§ 327(e), 328(a) and 330, Fed. R. Bankr. P. 2014(a) and 2016, and Local Rules 2014-1 and 2016-1 for entry of an order authorizing the retention and employment of Brannock & Humphries as special litigation counsel effective *nunc pro tunc* to the Petition Date.² I am admitted and in good standing to practice law all state and federal courts in the State of Florida as well as the 5th, 9th, 10th, 11th, and Federal Circuit Courts of Appeals and the United States Supreme Court.

¹ The last four digits of the taxpayer identification number of the debtors are: Gawker Media LLC (0492); Gawker Media Group, Inc. (3231); and Kinja Kft. (5056). The offices of Gawker Media LLC and Gawker Media Group, Inc. are located at 114 Fifth Avenue, 2d Floor, New York, NY 10011. Kinja Kft.'s offices are located at Andrássy út 66. 1062 Budapest, Hungary.

² Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Application.

2. The statements set forth below are based upon my personal knowledge or discussions with other shareholders and associates of Brannock & Humphries, and client/matter records of Brannock & Humphries, reviewed by myself or by associates of Brannock & Humphries acting under my supervision and direction.

Retention of Brannock & Humphries As Special Counsel for the Debtors

3. Brannock & Humphries is well qualified to serve as the Debtors' special counsel in these cases. Brannock & Humphries focuses its practice solely on appellate law and trial support. The firm, which is the largest standalone appellate firm in Florida, has handled hundreds of appeals of all kinds including, of particular relevance to this retention, significant commercial and tort cases. Three of its lawyers are board certified as experts in civil appellate practice by the Florida Bar. Brannock & Humphries's two named shareholders, Steve Brannock and Celene Humphries, are among the most experienced appellate practitioners in Florida. Two of its lawyers, Steve Brannock and Ceci Berman, are past chairs of the Appellate Section of the Florida Bar. Steve Brannock is a former chair of the Florida Supreme Court's Appellate Rules Committee. Phil Padovano, who heads up the firm's Tallahassee office, served many years as a circuit court judge and judge on the Florida First District Court of Appeal. His treatise, *Florida Appellate Practice*, is widely utilized by Florida judges and appellate practitioners alike. The firm and its lawyers are recognized on all of the usual peer-review driven lists of top lawyers including Super Lawyers, Legal Elite, Best Lawyers in America, and Chambers USA. Of particular relevance to this litigation, the firm is headquartered in Tampa and regularly practices before the Second District Court of Appeal. The firm and its work are well known to the judges who will be examining the merits of the appeal on the merits in this case.

4. Pursuant to the Application, the Debtors seek authority to retain Brannock & Humphries, *nunc pro tunc* to the Petition Date, to render legal services relating to *Bollea v.*

Gawker Media, LLC et. al., Case No. 12012447 CI-011 (6th Circuit Pinellas County), on appeal, *Gawker Media, LLC, et al., v. Bollea*, Case No. 2D16-2535 (Fla. 2d DCA) (*Bollea I*) and *Bollea v. Buchwald, et. al.*, 16-002861-CI (6th Cir. Pinellas County) (*Bollea II*) (collectively, the “Actions”)

5. Brannock & Humphries was first retained in May 7, 2014 by debtor to provide appellate related services in connection with *Bollea I*. Those services included advice on Florida appellate procedure, Florida appellate courts and judges, preservation of error in trial court proceedings, and Florida substantive law. Although those services were originally limited to just a few hours, by oral agreement of the parties, the scope of Brannock & Humphries’ services significantly increased as the scope of the appellate litigation expanded.

6. Brannock & Humphries is being retained to continue to provide appellate-related services. The firm is routinely hired, and has been hired here, to counsel clients concerning appellate procedures including motion practice, stays, and briefing on the merits. Based on its extensive knowledge of the Second District Court of Appeals and its judges, Brannock & Humphries will assist in strategic considerations in connection with the appeal including the formulation and drafting of the appellate arguments.

7. The services to be provided by Brannock & Humphries, relating to the Actions, are collectively referred to herein as the “Services.”

8. The Debtors will require the Services throughout these chapter 11 cases, even if the forum for hearing the underlying claims changes. No other law firm, with the exception of Levine Sullivan Koch & Schulz, LLP and Thomas and LoCicero has worked with Brannock & Humphries to provide the Services. Brannock & Humphries will coordinate with these law firms

and Ropes & Gray LLP to ensure that the services provided by each firm are complementary of each other and not duplicative.

**No Adverse Interest with Respect to the Matters
on which Brannock & Humphries is to be Retained**

9. In connection with its proposed retention under section 327(e) of the Bankruptcy Code, Brannock & Humphries searched its client/matter records to determine whether it had any conflicts or other connections that might cause it to hold or represent an interest adverse to the Debtors with respect to the matters on which Brannock & Humphries is to be employed (the “Disclosure Procedures”). As part of the Disclosure Procedures, the Debtors provided Brannock & Humphries with a list of the Debtors’ significant prepetition creditors, vendors, professionals, and other potential parties in interest (collectively, the “Interested Parties”), a summary of which is attached as **Exhibit 1** to this Declaration. Pursuant to the Disclosure Procedures, Brannock & Humphries performed the actions described below to determine whether Brannock & Humphries or any of its attorneys have any connections with, or are currently representing any Interested Parties in these chapter 11 cases:

- a. Brannock & Humphries compared each of the Interested Parties to the names that Brannock & Humphries maintains in its master client database created from its conflict clearance records. Brannock & Humphries’s client database includes (i) the name of each current or former client and (ii) the names of the Brannock & Humphries attorneys responsible for managing such current or former matters.
- b. In addition, a general inquiry to all Brannock & Humphries’s attorneys was sent by electronic mail to determine if any Brannock & Humphries

partner, counsel, managing associate, associate, or trainee (i) is related to (A) any United States bankruptcy judge in the Southern District of New York, (B) any employee of the United States Bankruptcy Court for the Southern District of New York, or (C) any employee of the Office of the United States Trustee, (ii) owns any debt or equity security of the Debtors other than through mutual funds, blind trusts or other investments as to which individuals have no discretion as to the selection of the underlying assets, (iii) holds a claim against the Debtors, or (iv) is or was an officer, director, or employee of the Debtors.

10. Based upon such review, it is my belief that Brannock & Humphries, as required by section 327(e) of the Bankruptcy Code, does not hold or represent an interest that is adverse to the Debtors' estates with respect to the Services for which Brannock & Humphries is proposed to be employed.

11. Based upon such review, it is also my belief that Brannock & Humphries has not in the past and does not currently represent any persons or entities listed among the Interested Parties (or their affiliates).

12. Brannock & Humphries has conducted a general inquiry of all legal personnel to determine whether any of these individuals owns any debt or equity securities of the Debtors or their affiliates other than in connection with investments in mutual funds, blind trusts or other investments as to which such individual has no discretion as to the selection of the individual underlying assets. Based on responses to this inquiry, I understand that as of the date hereof, none of the Brannock & Humphries personnel surveyed owns any debt or equity securities of the Debtors or their affiliates.

13. It should be noted that Brannock & Humphries has a long-standing policy prohibiting all personnel from using confidential information that may come to their attention in the course of their work. In this regard, all Brannock & Humphries personnel are barred from trading in securities with respect to which they possess confidential information. For both listed and unlisted shares, Brannock & Humphries's policy is to prohibit dealing in any shares or securities in situations where personnel may have confidential market- or price-sensitive information relating to the company or the shares or securities in question as a result of work for Brannock & Humphries. Further, Brannock & Humphries's policy is to prohibit its personnel and any companies, trusts or other entities that personnel control or influence in relation to decisions to trade from dealing in listed securities absent approval from Brannock & Humphries or is carried out by an investment manager under a discretionary management agreement. Brannock & Humphries further restricts share dealing by family members of personnel to the extent those dealings are controlled, influenced, or advised by Brannock & Humphries personnel.

14. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, neither I, nor Brannock & Humphries, nor any partner or associate thereof, has any connection with the United States Trustee for the Southern District of New York or any person employed by the Office of the United States Trustee.

15. Brannock & Humphries believes that it can adequately represent the interests of the Debtors. To the best of my knowledge, information and belief, Brannock & Humphries has not represented any creditor, interest holder or other party in interest in connection with their respective dealings with the Debtors in the previous two years.

16. Brannock & Humphries is confident that its diligence has resulted, to the greatest extent possible, in the disclosure of all potential conflicts. However, client relationships with persons or entities that are not listed on **Exhibit 1**, but who may nonetheless be or later become parties in interest in these chapter 11 cases, would not be disclosed in this Declaration. In this regard, if Brannock & Humphries discovers additional information regarding Interested Parties that requires disclosure, it will submit a supplemental disclosure to the Court containing such additional information.

17. To the best of my knowledge, information, and belief, Brannock & Humphries does not hold or represent an interest adverse to the Debtors or their respective estates with respect to the matters for which Brannock & Humphries is proposed to be retained. Accordingly, I believe that Brannock & Humphries satisfies the requirements for employment as special counsel pursuant to section 327(e) of the Bankruptcy Code.

Professional Compensation

18. Subject to the Court's approval, Brannock & Humphries will charge for its services on an hourly basis in one-tenth hour (.1) increments, in accordance with the discounted rates it agreed, prepetition, to provide to Debtors. Brannock & Humphries's range of discounted hourly rates with respect to those Brannock & Humphries lawyers currently expected to spend significant time on these chapter 11 cases, subject to change from time to time, are \$400 to \$475 for shareholders, \$215 for associates, and \$140 for paraprofessionals.

19. Brannock & Humphries also intends to seek reimbursement for reasonable expenses incurred in connection with its representation of the Debtors. It is Brannock & Humphries's general policy to charge its clients in all areas of practice for all other expenses incurred in connection with a client's case. Brannock & Humphries will charge the Debtors for these expenses in a manner and at rates consistent with charges made generally to its other

clients and at actual cost or an estimated actual cost where the actual cost is difficult to determine.

20. Brannock & Humphries currently holds a retainer from the Debtor in the amount of \$16,658.00.

21. In the ninety days prior to the Petition Date, the Debtors paid Brannock & Humphries an aggregate of \$175,354.50 on account of their obligations for Brannock & Humphries's services in connection with the Actions.

Statement Regarding U.S. Trustee Guidelines

22. Brannock & Humphries intends to seek compensation in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, any applicable orders of the Court, the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals* (the "Interim Compensation Order") [Docket No. 94], the Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases M-447 (Jan. 29, 2013), and the U.S. Trustee Guidelines (the "Fee Guidelines").

23. Subject to attorney client privilege limitations, Brannock & Humphries also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the U.S. Trustee Guidelines, both in connection with this Application and fee applications to be filed by Brannock & Humphries in these chapter 11 cases.

24. The following information is provided in response to the request for additional information set forth in Paragraph D.1. of the U.S. Trustee Guidelines:

Question: Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?

Answer: Yes. The hourly rates charged by Brannock & Humphries for this engagement are discounted from the rates Brannock & Humphries charges

for other comparable clients. The rate structure provided by Brannock & Humphries in this case is appropriate and not significantly different from (and actually less than) (a) the rates that Brannock & Humphries charges in other non-bankruptcy representations or (b) the rates of other comparably skilled professionals for similar engagements.

Question: Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

Answer: No.

Question: If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Answer: During the 12 month prepetition period, Brannock & Humphries provided legal services to the Debtors pursuant to an agreement dated May 7, 2014, as later expanded by the client as the scope of the appellate litigation increased and the corresponding need for Brannock & Humphries' services increased. Those services included guiding the Debtors through the many appellate proceedings in this case as well as providing trial support in connection with the trial in *Gawker I*.

Question: Has your client approved your prospective budget and staffing plan, and, if so for what budget period?

Answer: Brannock & Humphries and the Debtors are currently working on a budget and staffing plan for Brannock & Humphries's work for the Debtors. The budget contemplates that Brannock & Humphries will assist the Debtor with the litigations in which Brannock & Humphries already represents the Debtors. The budget necessarily involves a projection of future events with limited information and is subject to change as the case develops. The Debtors anticipate a budget and staffing plan will be approved by the Debtors prior to the start of significant work on the appeal in *Bollea I*.

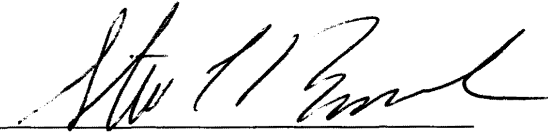
25. No promises have been received by Brannock & Humphries, or any partner, counsel, or associate of Brannock & Humphries, as to payment or compensation in connection with these chapter 11 cases other than in accordance with the provisions of the Fee Guidelines.

26. Brannock & Humphries has not shared or agreed to share any of its compensation from the Debtors with any person, other than with partners, counsel, associates, or other employees of Brannock & Humphries as permitted by section 504 of the Bankruptcy Code.

27. Brannock & Humphries will use reasonable efforts to coordinate with the Debtors' other retained professionals to avoid any unnecessary duplication of services.

I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Executed this 22nd day of July, 2016.



Steven Brannock

Exhibit 1

SCHEDULE 1

List of Schedules

<u>Schedule</u>	<u>Category</u>
1(a)	Debtors and Trade Names
1(b)	Current and Recent Former Directors and Officers
1(c)	Potential Contract Counterparties
1(d)	Insurers
1(e)	Other Interested Parties
1(f)	Landlords
1(g)	Litigants
1(h)	Professionals
1(i)	Shareholders
1(j)	Significant Customers
1(k)	Significant Unsecured Creditors
1(l)	Significant Vendors
1(m)	Taxing Authorities
1(n)	U.S. Trustee and Key Court Personnel for the Southern District of New York
1(o)	Utilities
1(p)	Employees and Independent Contractors

SCHEDULE 1(a)

Debtors and Trade Names

Gawker Media Group, Inc.

Gawker Media LLC

Kinja Kft.

Blogwire Hungary Intellectual Property Licensing LLC

Blogwire Hungary Kft.

Gawker.Com

Blogwire Hungary Intellectual Property Licensing
LLC

Blogwire Hungary Kft.

Curbed.com LLC

Gawker Sales LLC

Gawker.Com

RGFREE

Vox Media, Inc.

Blogwire

Deadspin

Defamer

Gawker

Gawker Stalker

Gizmodo

io9

Jalopnik

Jezebel

Kinja

Kotaku

Lifehacker

Sploid

Valleywag

SCHEDULE 1(b)

Current and Recent Former Directors and Officers

Albertson, Josh

Darbyshire, Gabrielle

Denton, Nicholas

Dietrick, Heather

Epstein, Jason

Fette, Ian

Holden, William

Kidder, Scott

Plunkett, Thomas

Szasz, Peter

Tillman, Scott

Weinbrecht, Adrian

SCHEDULE 1(c)

Potential Contract Counterparties

114 Fifth Avenue Ground Lessee LLC	Alexandre Dohrmann
114 Fifth Owner LP	Alissa Walker
204-210 Elizabeth Street LLC c/o S.W. Management LLC	All You Can Move SportPass Europe
204-210 Elizabeth Street LLC	Allison Jones
3293 Pacific LLC	Allison Wentz
A Mediocre Corporation	Allure Media Pty Limited
A Small Orange, LLC.	AM Lab Americas, LLC.
A9.com, Inc.	Amanda Marandola
Access Intelligence, LLC	Amazon Services LLC
Adam Clark Estes	Amazon Web Services, Inc.
Adam Pash	Amazon.com, Inc.
Adam Weinstein	Anastasia Weeks
Ad-Juster, Inc.	Andrassy Palota Ingatlanfogalmazo Kft.
Admeld, LLC	Andrea Park
Adsfactor Holdings Limited	Andrew Collins
AdSlot Technologies, LTD.	Andrew Cush
Adtech US, Inc.	Andrew Gorenstein
Aegon Magyarország Zrt.	Andrew Harding
AGIS Fire & Security Kft.	Andy Orin
AIG	Angela Alzona
Alan Henry	Angela Wang
Alan Kwon	Anna Merlan
Albert Burneko	Anthony Carnevale
Aleksander Chan	Anthony Hack
Alex Cranz	AOL Advertising Inc.
Alex Dickinson	Ariana Cohen
Alex Pareene	Ariel Viera
Alexandra Cannon	Ashley Feinberg
Alexandra Philippides	Ashton Galloway

Atlantic Metro Communications II, Inc.
Attila Illes
Ava Gyurina
Balazs Keki
BarkBox, Inc.
Barry Petchesky
Ben Regenspan
BlueApron.com
Brainy Labs, LLC
Brandon McCoy
Brendan O'Connor
Bridget Brown
Bryan Lufkin
Bryan Menegus
C&G Group Kft c/o Brody House Group
Cadreon, LLC.
Caitleen Weaver
Camila Cabrer
Camilla Baker
Casey Speer
Casper Sleep Inc.
Catherine LeClair
Cecilia D'Anastasio
Chad Bernstein
Chelsey Hoffman
Cheryl Eddy
Chris Neveu
Chris Person
Chris Vespoli
Christina Blacken
ClickMeter
ClickStream
Cloudinary Ltd.

Clover Hope
ClubW
Colleen McMillan
Colliers International
Colliers International Kft.
Coltiers Nemzetkozi Ingattanuzemeltet6 es
Kezel6 Kft.
Combat Flip Flops, LLC.
Comic Cartel
ComScore, Inc.
Corporate Communications Bt.
Courtenay O'Connor
Daniel Morgan
Darren Orf
Dashlane Inc.
DataGram
Datagram Incorporated
Dave McKenna
David Tracy
Dayna Evans
Devin Clark
Diana Moskovitz
Diane Kelly
Diego Pineda
DineInFresh, Inc. dba Plated
Dollar Shave Club, Inc.
DOUBLECLICK
Dr. Torzsa Peter Bt.
DreamHost
Drew Magary
Driftaway Inc.
Earnest Inc.
Eleanor Shechet

Elisa Solinas	Gorilla Nation Media, LLC
Emily Ambruso	Grace Robertson
Emily Herzig	Graze Inc.
Emma Carmichael	Green Fox Academy
Emprese Cedente	Greg Howard
Eric Goldfarb	Greg Lopez
Eric Ravenscraft	GroupDynamics Kft
Erika Audie	Gunnar Optiks
Erin Gloria Ryan	Gyorgy Bokros
Erin Pettigrew	Hajtas Pajtas Kft.
Esther Inglis-Arkell	Handy.com
Ethan Sommer	Hannah Keyser
Evan Narcisse	Happy Socks
Eyal Ebel	Heather Dietrick
F451	Heather Hynes
F451 fka Spicy Media Editora Ltda	Heidi Grothaus
F451 Media Editora Ltda.	HelloFresh
Fabiola Lara	Hillary Crosley
Facebook Ireland Limited	Hostgator.com, LLC.
Facebook, Inc.	Huckberry
Fastly, Inc.	Hunter Slaton
Federal Insurance Company	Ian Fette
Fluxmob, LLC.	IDrive Inc.
Framebridge, Inc.	Ilona Bilevych
Fritzie Andrade	Incisive Ltd
Future Publishing Limited	Incisive VNU Limited dba Incisive Incisive Ltd
Gabrielle Bluestone	Incisive VNU Ltd
GeekFuel, LLC.	Index Exchange Inc.
Germain Lussier	Infobahn Inc.
Giri Nathan	Integral Ad Science, Inc.
Globalway Participacoes Ltda.	IseeQ Kft.
Gloria Clark	J.K Trotter
Google Inc.	

Jake Inferrera	Justin Cross
Jalovszky Law	Justin Potter
James Bartus	JW Player / LongTail Ad Solutions, Inc.
James Bit Design	Kaila Hale-Stern
James Delgiudice	Kanwar Gill
Jamie Weber	Kara Brown
JapanCrate	Kargo Global, Inc.
Jared Auslander	Karma Mobility Inc.
Jason Parham	Kate Dries
Jason Schreier	Kate Knibbs
Jason Torchinsky	Kate Lovejoy
Jay Hathaway	Katharine Trendacosta
Jeffrey Hilder	Kathryn McGinnis
Jennifer Ouellette	Katie Drummond
Jia Tolentino	Kavitha Reddy
Jillian Marie Lucas	Kelly Conaboy
Jim Boos	Kelly Faircloth
Jim Cooke	Kelly Monson
Jim Cooke	Kelly Stout
Joanna Rothkopf	Kerrie Uthoff
Joel Johnson	Kevin Draper
John Appel	Kid Thursday LLC., dba Staus Audio
John Cook	Kirk Hamilton
John Gelini	Kixer
Jordan Sargent	Kolozsvari Timea
Josh Bottino	Kravitha Reddy
Josh Laurito	Krux Digital, Inc.
Joshua Albertson	Lacey Donohue
Judy Steinbach	Lauren Bertolini
Julia Alvidrez	Leah Beckmann
Julian Muller	Leah Finnegan
Julianne Escobedo Shepherd	LendingTree, LLC.
Jung Sin	Lindsay Chipman

Lindsey Jaffe
Lisa Bolano
LiveIntent, Inc.
LiveRail, Inc.
LOLA
Lucy Haller
Madeleine Davies
Madeleine Stone
Madison Plus Select, Inc.
Malcolm Read
Mandy Mandelstein
Margaret Taormina
Marina Galperina
Mario Aguilar
Maritza Sanche
Mark Weldon
Market Halsey Urban Renewal, LLC.
MarkMonitor Inc.
Matt Hardigree
Matt Novak
Matthew Hamer
Matthew Kulper
Mediagene, Inc.
MediaGene, Inc. fka Infobahn, Inc.
MediaMind Technologies, Inc.
Megan Gilbert
Megbizott
Melissa Green
Melissa Murray
Merch Direct, LLC
Merchant Importacao, Exportacao e
Comercio, Ltda - ME
MeUndies

Mia Libby
Michael Fahey
Michael Kuntz
Michael Lindsay
Michael Nunez
Michael Orell
Michael Roselli
Michele LaFauci
Michelle Chiang
Mike Ballaban
Mikolaj Szabo
Ministry of Supply
Miranda Langrehr
Moat, Inc.
Mobiles Republic, Inc.
Mollie Horan
Moore Stephens Hezicomp Kft.
Mott & Bow
MoviePass
MVMT Watches
Nameaction Brasil Serv de Inter Ltda ME
NameAction Inc.
Nandita Raghuram
Natasha Vargas-Cooper
Nathan Grayson
NatureBox
Nervora Digital Media Group, FZ-LLC
NetMediaEurope
Netus Media Pty Limited dba Allure Media
Pty LTD
Nevora Digital Media Group
NewsCred, Inc.
Nicholas Murphy

Nick Stango	Rob Harvilla
Noble People	Robert Finger
OCP Collective Corp. dba Adcade, Inc.	Ryan Brown
Omar Kardoudi	S&T Consulting Hungary Kft.
OnMarc Media	Sam Biddle
Operative Media, Inc.	Sam Scherer
Oppenheim Ugyvedi Iroda	Sam Woolley
Opportune LLP	Samantha Lagani
Optimizely, Inc.	Samer Kalaf
Oriole Media Corporation dba Juice Mobile	Samuel Griffel
Oscar Z. Ianello Associates, Inc.	Sarah Dedewo
Owen & Fred Corp.	Sarah Wiest
Pacific Shaving Company	Scott Kidder
Parachute Home	Sean Buckley
Patricia Hernadez	Sean MacDonald
Patrick Ballester	SeatGeek
Patrick Klepek	Shane Roberts
Patrick Laffoon	Shep McAllister
Patrick Redford	Shopify
Paul Sundue	SimpleReach, Inc.
PAX	Skillshare, Inc.
Percona, Inc.	Skimbit Limited
Perfect World Entertainment	SkimBit LTD.
Peri Hochwald	SmartFX
Pixel Media Asia Limited	SocialFlow, Inc.
Platinum Rye, LLC.	Sophie Kleeman
Pop Chart Lab	Soundfreaq
Poprageous	Specless, LLC.
Puja Patel	Spicy Media Editora LTDA
Quench USA, Inc.	SpruceWares
Quip NYC Inc.	Squarespace, Inc.
Rhone Apparel Inc.	Stackcommerce
Riley MacLeod	Staq, Inc.

Starcom SMG	Tom Ley
Stassa Edwards	Tom Plunkett
Stephanie Schrader	Tom Scocca
Stephen Totilo	Tommy Craggs
Steve Climaco	Toth Eva Nagykanizsa
Steven Polletta	Tremor Video, Inc.
Stowawy Cosmetics	UCMS Group Hungary Kft.
STS Meida, Inc.	Udemy.com
Stuart Cheshire	Veronica de Souza
Sultana Khan	Victor Jeffreys
Superdry Wholesale, LLC	Viddler, Inc.
Suzy Kuzy, LLC.	VNU Business Media Europe Limited
Szolgaltato	Waves Gear, LLC.
Taboola Inc.	We Work
Tamas Neltz	Wesley Siler
Tara Jacoby	WeWork LA LLC
Taylor Berman	Whitson Gordon
Technorati, Inc.	William Arkin
Terra Networks Brasil S.A.	William Haisley
TGT	William Turton
The Rubicon Project, Inc.	Wine Awesomeness
The Sasquatch Soap Co., LLC. dba Dr. Squatch	Wrights Media, LLC
The Status Audio	Writers Guild of America, East
Thorin Klosowski	Yannick LeJacq
Tim Burke	Zach Custer
Time Shred Services, Inc.	Zachary Connett
Times Internet Limited	Zoe Stahl

SCHEDULE 1(d)

Insurers

Aegon Magyarország Zrt.

AIG Europe Limited

Dewitt Stern Group, Inc.

Federal Insurance Company

Hartford Casualty Insurance Company

Hudson Insurance Company

National Union Fire Insurance Co. of Pittsburgh PA

United Healthcare Insurance Company

SCHEDULE 1(e)

Other Interested Parties

Cerberus Business Finance LLC

Houlihan Lokey, Inc.

K&H Bank

Latham & Watkins

Prime Clerk LLC

Riemer & Braunstein, LLP

Schulte Roth & Zabel LLP

Securities & Exchange Commission

Securities & Exchange Commission – NY Office

Silicon Valley Bank

Sullivan & Cromwell LLP

US VC Partners LP

SCHEDULE 1(f)

Landlords

Andrassy Palota Ingatlanforgalmazó Korlátolt Felelősségű Társaság
114 Fifth Owner LP

SCHEDULE 1(g)

Litigants

Aulistar Mark

Andrew Hudson

Zachary Cianflone

Lindsay MaHarry

Katherine Castellana

Elizabeth Nadybal

Chelsea Lo Pinto

Tim Barribeau

Patrick Frawley

Elizabeth Weinbloom

Kristin Chan

Samuel Julian

Brian Colgan

Benjamin Dorson

Rachel Atwood

Michael Kennelly

Alyssa Bereznak

Lily Newman

Kwame Opam

Terry Gene Bollea

Mitchell Williams

Meanith Huon

Ashley Terril

Charles Johnson and Got News, LLC

Teresa Thomas

Shiva Ayyadurai

Christopher Sadowski

SCHEDULE 1(h)

Professionals

Akerman LLP

Cahill Gordon & Reindel LLC

Citrin Cooperman & Co., LLP

Giskan Solotaroff & Anderson LLP

Goldin Solutions

Jalsovsky Law Firm

John Duncan

Klasko Immigration Law Partners, LLP

Levine Sullivan Koch & Schulz, LLP

Maples & Calder

Morrison Cohen LLP

Newmark & Co. Real Estate, Inc.

Oppenheim Law Firm

Opportune LLP

Proskauer Rose LLP

Trifolium LLC

Wilk Auslander

Zwillgen PLLC

SCHEDULE 1(i)

Shareholders

Berman, Taylor	Hamer, Matt
Bertolini, Lauren	Hardigree, Matt
Blakeley, Richard Erand	Holmes, Anna
Bluestone, Gabrielle	Jefferson, Whitney
Brown, Ryan	Kang, Daniel
Carmichael, Emma	Kidder, Scott
Carmon, Irin	Kozma, Jozsef
Chan, Casey	Lam, Brian
Coen, Jessica	Layne, Ken
Cooke, Jim	Lehnhoff, Jim
Craggs, Tommy	Leitch, Will
Crecente, Brian	Lisanti, Mark
D'Addario, John	Lopez, Greg
Darbyshire, Gaby	Ma, Jesse
Daulerio, Albert	McGill, Erin
DelGiudice, James	Nachlin, Jim
Denton, Nick	Newitz, Annalee
Diaz, Jesus	Nolan, Hamilton
Dietrick, Heather	O'Connor, Maureen
Dimmitt, Elizabeth	Pash, Adam
Dimmitt, Genevieve	Petrány, Máté
Duncan, John	Pettigrew, Erin
Ebel, Eyal	Plunkett, Tom
Furman, Eliot, as custodian for Alexander Tiberius Furman under the NYUTMA	Read, Malcom
Futrelle, Genevieve	Robischon, Noah
Giacoman, Gabriela	Schreier, Jason
Gorenstein, Andrew	Schwartz, Diane
Greenmount Creek Limited	Schweizer, Julia
Hale-Stern, Kaila	Scocca, Thomas

Sicha, Choire
Spinelli, Mike
Steele, Lockhart
Stein, Sadie
Takayama, Greg
Tate, Ryan
Thomas, Owen
Toder, Matthew
Trapani, Gina
US VC Partners LP
Vuong, Phillip
Wert, Ray
Winkelman (Ortega), Samantha
Woerner, Meredith
Albertson, Josh
Annis, Rose
Baker, Camie
Batty, Chris
Biddle, Sam
Bodnár, István
Burke, Tim
Climaco, Steve
Cook, John
Curtis, Dustin
Donohue, Lacey
Drummond, Katie
Fette, Ian
George, Patrick
Georgopoulos, Steph
Gonzalez, Robert
Graham, Kevin
Grothaus, Heidi
Hathaway, Jay

Henry, Alan
Hilder, Jeff
Jeffries, Victor
Juzwiak, Rich
Kéki, Balázs
Knibbs, Katharine
Körtesi, Gáspár
Laurito, Josh
Libby, Mia
Magary, Drew
Marchman, Tim
McAllister, Shep
McKenna, Dave
Mittelhammer, Eric
Morgan, Daniel
Neltz, Tamas
Nevins, Maxwell
Novak, Matt
O'Connor, Courtenay
Pareene, Alex
Parham, Jason
Petchesky, Barry
Popken, Ben
Price, John
Reddy, Kavi
Regenspan, Ben
Roberts, Shane
Sargent, Jordan
Sommer, Ethan
Sundue, Paul
Szász, Péter
Szatmári, András
Taomina, Margaret

Tiku, Nitasha
Totilo, Stephen
Trotter, JK
Udvardi, Ramóna
Walker, Alissa
Weaver, Caity
Weinstein, Adam
Wentz, Allison

SCHEDULE 1(j)

Significant Customers

20th Century Fox	Earnest
360i	Empowering Media LA
A9.com Inc. (Amazon Match Buy)	Empowering Media NY
Accordant Media	Essence
Adslot	f451 - US
Aegis Group	Facebook
Alliance Games	Factorylabs
Allure Media - GM	Fallon
Amazon	Future Publishing Ltd (US)
Amazon Commerce Revenue	General Mills, Inc.
AOL One	Google (BizDev)
Asana (Customer)	Graze
Assembly	Havas
Baru Advertising	Horizon Media
Blue Apron	HostGator
Blue Wheel Media	Hover
Bluehost	HTC Blinkfeed
Brigade Marketing	IBM
Casper	Indochino
Centro	Initiative LA
Cisco	Initiative NY
Cramer-Krasselt	Interpublic Group of Companies
Criteo	iSocket, Inc.
Crossmedia	ITVS
Desk.com	Kepler Group
Dialect Inc	Ketchum
DigitasLBi	Kovel Fuller
Dollar Shave Club	Kruskopf & Company
Draftkings	Liquid Advertising

LivWell	SquareSpace
Logmein.com	StackSocial
MarkLogic	Status Audio
McGarrah Jessee	Sterling Rice Group
Me Undies	Superdry Wholesale LLC
Mediagene Inc - US	Taboola (Biz Dev)
Mediasmith	Tangible Media
Mediastorm, LLC	TaxFyle
Merkley and Partners	The Garage Team Mazda
MillerCoors	TubeMogul
MNI	UCB
MODCo Media	Udemy
Mullen	Varidesk
NameCheap	Viewster.com
Newscred	VOX Media - Curbed Investment
Nokia	VSN
NVIDIA	WavesGear
Omnicom Group	weBoost
Pereira & Odell	Wieden & Kennedy
Petrol	Wildcard Properties LLC
PGR Media	WPP
Protein	Wright's Media
Publicis Groupe	Zeno Group
R/West	
Rachael Piper Consulting	
Randomhouse	
RED Interactive Agency	
Rodger's Townsend	
RPA	
Rubicon	
Skillshare	
Slack	
Spacetime Media	

SCHEDULE 1(k)

Significant Unsecured Creditors

Ad-Juster, Inc. (media)	JW Player (Longtail Ad Solutions, Inc.)
ADP Workforce Now	Katherine Fry
Akerman LLP	Kinja Accounts Payable
Alex Palmer	Krux Digital
Andrew Harding	L-Cut Digital Media, Inc.
AOL Advertising	Market Halsey Urban Renewal, LLC
Associated Press	Marlena Agency Inc.
Blane Bachelor	Medialink
Brandtale	Merrill Communications, LLC
CDW Direct	Metropolitan Cleaning, LLC
Cloudinary Ltd.	Moat Inc.
Concur Technologies, Inc.	Morrison Cohen LLP
Corbis Corporation	Newmark & Co. Real Estate, Inc.
Corey Foster	Nick Wong Photography
Creative Circle, LLC.	NSONE Inc.
DataGram	Operative Media, Inc
DoubleVerify, Inc.	Optimizely, Inc.
DRH Internet Inc	Pacific Coast News
Equinox Fitness Clubs - Corp Accts	Plant Specialists LLC
Fastly	QZZR
Fried, Frank, Harris, Shriver & Jacobson LLP	REDBOOKS
Getty Images	Risk Strategies Company
Giacco Furino	Shenker & Bonaparte, LLP
Google Inc. (DoubleClick)	SimpleReach, Inc.
Google, Inc. (Analytics)	Sizmek Technologies Inc.
Hunter Slaton	Specless
Ian Fette	STAQ, INC.
Jelle Claeys Automotive Artwork	Submarine Leisure Club, Inc. (Wirecutter)
Joshua M Lees	Submersive Media

The Hartford
The Oliver Group
Viddler, Inc.

SCHEDULE 1(I)

Significant Vendors

114 Fifth Avenue	Kforce Inc.
ADP PayEx	Kornhaber Brown, LLC
Advanced Electronic Solutions, Inc.	Lay It Out, Inc.
AMA Consulting Engineers P.C.	Leiberts Royal Green Appliances Inc.
AMEX Corporate GM - 01006	Lewis Rice LLC
Andrew Liszewski	LionTree Advisors LLC
Apple Inc. (media)	LJ DUFFY, Inc.
Baby Llama Productions LLC	Maples & Calder (GM LLC)
Bajibot Media	NetRatings, LLC
Big Mango, Inc.	Netsuite, Inc.
Bird & Bird LLP	NVE, Inc.
Brannock & Humphries	OCP Collective Corp.
Cahill Gordon & Reindel LLP	Olson Kundig Architects
Cannes Trip 2015	Olson Kundig Interiors
Catalyst	OnMarc Media Inc.
Cerberus Capital Management LP	Opportune LLP
ComScore Inc.	Redscout LLC
Con Edison (210)	Robert Half
CytexOne Technology, LLC	Ropes & Gray LLP
Dynect, Inc	Santa Monica Air Center, Inc.
Emma C Lanigan (Cookson)	Structure Tone
Fidelity 401k	SW Management LLC
Harder Mirell & Abrams	TangentVector, Inc.
Hatch Content, LLC	Tapestry Associates LLC
HeartWork, Inc.	Thomas & Locicero PL
Houlihan Lokey	Treasury of the United States
Howard Kennedy	TrueForm Concrete, LLC
Inform Interiors	Veritas Pictures, Inc.
Jesus Diaz (vendor)	Versus LLC

Vizu Corporation

Voya Financial 401K

WB Wood NY

Young America Capital

SCHEDULE 1(m)

Taxing Authorities

Internal Revenue Service

Budapesti Önkormányzat

Hungary National Tax Authority

New York City Department of Finance

New York State Commissioner of Taxation and Finance

SCHEDULE 1(n)

U.S. Trustee and Key Court Personnel for the Southern District of New York

Cecilia G. Morris

James L. Garrity

Martin Glenn

Mary Kay Vyskocil

Michael E. Wiles

Robert D. Drain

Robert E. Grossman

Sean H. Lane

Shelley C. Chapman

Stuart M. Bernstein

Alicia Leonhard

Amanda Cassara

Andrea B. Schwartz

Andy Velez-Rivera

Anna M. Martinez

Brian S. Masumoto

Cheuk M. Ng

Danny A. Choy

Ercilia A. Mendoza

Greg M. Zipes

Guy A. Van Baalen

Ilusion Rodriguez

Kathleen Schmitt

Linda A. Riffkin

Lisa Penpraze

Maria Catapano

Mary V. Moroney

Myrna R. Fields

Nadkarni Joseph

Paul K. Schwartzberg

Richard C. Morrissey

Serene Nakano

Susan Arbeit

Susan Golden

Sylvester Sharp

Victor Abriano

William K. Harrington

SCHEDULE 1(o)

Utilities

114 Fifth Avenue Ground Lessee

Atlantic Metro Communications

Benefit Resource, Inc.

Cogent Communications

Con Edison

ShoreTel Inc.

SCHEDULE 1(p)

Employees and Independent Contractors

Asd Mario Aguilar
Joshua Albertson
Angelica Alzona
Fritzie Andrade
Erika Audie
Jared Auslander
Ilene Baker
Michael Ballaban
Patrick Ballester
Chad Bernstein
Lauren Bertolini
Sam Biddle
Ilona Bilevych
Christina Blacken
Gabrielle Bluestone
James Boos
Joshua Bottino
Robert Bricken
Ryan Brown
Kara Brown
Bridget Brown
Timothy Burke
Albert Burneko
Camila Cabrer
Alexandra Cannon
Emma Carmichael
Anthony Carnevale
Casey Chan
Michelle Chiang

Devin Clark
Gloria Clark
Steve Climaco
Ariana Cohen
Andrew Collins
Zachary Connett
John Cook
James Cooke
Alexandra Cranz
Hillary Crosley
Justin Cross
Andrew Cush
Zach Custer
Madeleine Davies
Maritza De Leon
Veronica de Souza
Sarah Dedewo
Ernest Deeb
Nick Denton
Alexander Dickinson
Heather Dietrick
Alexandre Dohrmann
Lacey Donohue
Kevin Draper
Kathryn Dries
Katherine Drummond
Eyal Ebel
Cheryl Eddy
Stassa Edwards

Adam Estes	Samer Kalaf
Michael Fahey	Omar Kardoudi Segarra
Georgia Faircloth	Hannah Keyser
Ashley Feinberg	Sophie Kleeman
Ian Fette	Patrick Klepek
Robert Finger	Thorin Klosowski
Ashton Galloway-Taylor	Michele Lafauci
Marina Galperina	Patrick Laffoon
John Gelini	Samantha Lagani
Patrick George	Miranda Langrehr
Kanwar Gill	Joshua Laurito
Ariel Gononsky	Catherine LeClair
George Grayson	Thomas Ley
Melissa Green	Mia Libby
Samuel Griffel	Michael Lindsay
Heidi Grothaus	Katelyn Lovejoy
Ava Gyurina	Germain Lussier
Anthony Hack	Riley MacLeod
William Haisley	Andrew Magary
Lucy Haller	Amanda Mandelstein
Kirk Hamilton	Timothy Marchman
Matt Hardigree	Alex Mason
Andrew Harding	Shepherd McAllister
Alan Henry	Kathryn McGinnis
Patricia Hernandez-Ramos	David McKenna
Emily Herzig	Colleen McMillan
Clover Hope	Bryan Menegus
Mollie Horan	Anna Merlan
Heather Hynes	Maria Misra
Attila Illes	Kelly Monson
Jacob Inferrera	Daniel Morgan
Victor Jeffreys	Diana Moskowitz
Richard Juzwiak	Julian Muller

Nick Murphy

Melissa Murray

Evan Narcisse

Giri Nathan

Tamas Neltz

Chris Neveu

Hamilton Nolan

Matthew Novak

Michael Nunez

Brendan O'Connor

Courtenay O'Connor

Michael Orell

Darren Orf

Andrew Orin

Raphael Orlove

Jennifer Ouellette

Alexander Pareene

Andrea Park

Adam Pash

Puja Patel

Christopher Person

Barry Petchesky

Alexandra Philippides

Diego Pineda

Steven Polletta

John Price

Nandita Raghuram

Eric Ravenscraft

Kavitha Reddy

Patrick Redford

Benjamin Regenspan

Shane Roberts

Grace Robertson

Michael Roselli

Joanna Rothkopf

William Sansom

Jordan Sargent

Samuel Scherer

Stephanie Schrader

Jason Schreier

Jillian Schulz

Taryn Schweitzer

Thomas Scocca

Eleanor Shechet

Julianne Shepherd

Hunter Slaton

Elisa Solinas

Ethan Sommer

Casey Speer

Zoe Stahl

Nicholas Stango

Judith Steinbach

Madeleine Stone

Kelly Stout

Richard Sundue

Margaret Taormina

Jia Tolentino

Jason Torchinsky

Stephen Totilo

David Tracy

Katharine Trendacosta

Joseph Trotter

William Turton

Kerrie Uthoff

Christopher Vespoli

Alissa Walker

Angela Wang	Jamie Condliffe
Jamie Weber	Chris Mills
Anastasia Weeks	James Whitbrook
Allison Wentz	David Nield
Samuel Woolley	Kathryn Jezer-Morton
András Szatmári	Madeleine Collier
Attila Kocsis	Fruzsina Kuhari
Balázs Kéki	Robert Stokes
Balázs Pöcze	Adam Kovac
Dmitry Lambrianov	Jared "Jay Allen" Goodwin
Gábor Kacsik	Anthony Dejolde
Gáspár Körtesi	Carlos Rebato
György Bokros	Carlos Hierro
Ildikó Kriston	Matias Martinez
István Bodnár	Eduardo Marin
János Hardi	Miguel Redondo
László Heves	Zolani Stewart
Levente Molnár	Reshma Bhai
Linda Bucsánszki	Manisha Aggarwal
Luca Németh	Lindsay Handmer
Márton Borlay	Daniel Strudwick
Mikhail Mitrofanov	Eva Jurczyk
Olivér Kovács	Mihir Patkar
Péter Szász	Toshihisa Nakamura
Ramóna Udvardi	Kirsten O'Regan
Szabolcs Vida	Alexandra Nursall
Szilvia Németh	Nicholas Cameron
Zoltán Balázs	Ralph Jones
Zoltán Kalmár	Elizabeth Edgar
George Dvorsky	Rawiya Elkhadir
Luke Plunkett	Ian Dransfield
Brian Ashcraft	Stefan Janke
Andrew Liszewski	Mark Wilson

Sniff Petrol Limited	Halmar Sveinbjornsson
James Fell	Amit Reut
Peter Ryan	Rosa Gregori
Manuel Mendez Perez	Sarah Moroz
Angel Jiminez	Jason Richards
Jacob Rose	Ravi Somaiya
Bram Gieben	Reut Amit
Eva Holland	Michael "Massoud" Martin
Nathan Thompson	Fariha Roisin
Priya Elias	William Herkewitz
Scaachi Koul	Lev Hellebust (Bratishenko)
Helen Appleyard	Pranav Dixit
Omar Karduodi Segarra	Danny Allen
Cara Ellison	Karan Atul Shah
Estelle Tang	James Baker
Anupa Mistry	Gary Cutlack
Brodie Lancaster	Adelaide Dugdale
Jess Shanahan	Katherine Hannaford
Jesus Diaz	Brian Hogg
Herbert Lui (Wonder Shuttle Media, Inc)	Andrew James
Graham Ruthven	Chris Mcveigh
Stacy May Fowles	Apoorva Prasad
Andrew Gibney	Michelle Tofi
Daniel Harris	Yareniz Saavedra Padilla
Alex Hess	Carlos Risco
Chris Koentges	Elias Notario Perez
Kevin O'Brien	Eric Tecayehuatl
Achal Prabhala	Robert Boffard
David Sommer	Guy Combs
Monica Heisey	Joel Meadows
Sara Mcculloch	Chris Harris
Jakob Wenngren	Guy Porepp
Alex Bejerstrand	Anthony Mark Dewhurst

Peter Orosz

Ryan Pierce

Neill Watson

George Williams

Chris Harris

Natasha Chenier

Esther Sassaman

Luke Malone

Mikhail Mitrofanov

Leo Wichtowski

Kevin Mahon

Simon Parkin

Quintin Smith

Kathleen Williams

Ollie Barder

Simon Mapp

Andrew Mcmillen

David Veselka

Kevin Mahon

David Gilson

Mark O'Neill

Spanner Spencer

Tom Cassell

Kenneth Gibson

Clare Kane

Zolani Stewart

Josephine Huetlin

Exhibit C

Holden Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
:
In re : Chapter 11
:
Gawker Media LLC, *et al.*,¹ : Case No. 16-11700 (SMB)
:
Debtors. : (Jointly Administered)
:
-----X

**DECLARATION OF WILLIAM D. HOLDEN IN SUPPORT OF DEBTORS'
APPLICATION PURSUANT TO SECTIONS 327(e), 328(a), AND 330 OF THE
BANKRUPTCY CODE, BANKRUPTCY RULES 2014 AND 2016, AND LOCAL RULES
2014-1 AND 2016-1 FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF BRANNOCK & HUMPHRIES AS SPECIAL LITIGATION
COUNSEL EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

I, William D. Holden, being duly sworn, hereby declare as follows:

1. I am the Chief Restructuring Officer of Gawker Media LLC ("Gawker Media"), located at 114 Fifth Avenue, 2d Floor, New York, New York 10014.
2. I submit this declaration (this "Declaration") in support of the Debtors' Application Pursuant to Sections 327(e), 328(a), and 330 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1 For Entry of an Order Authorizing the Retention and Employment of Brannock & Humphries as Special Litigation Counsel Effective *Nunc Pro Tunc* to the Petition Date (the "Application").^[2] The facts set forth herein are based on my personal knowledge or information provided to me by the Debtors' management or other professionals.

¹ The last four digits of the taxpayer identification number of the debtors are: Gawker Media LLC (0492); Gawker Media Group, Inc. (3231); and Kinja Kft. (5056). The offices of Gawker Media LLC and Gawker Media Group, Inc. are located at 114 Fifth Avenue, 2d Floor, New York, NY 10011. Kinja Kft.'s offices are located at Andrassy ut 66. 1062 Budapest, Hungary.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

The Debtors' Selection of Brannock & Humphries

3. Brannock & Humphries (“Brannock & Humphries”) is proposed to serve as special litigation counsel to the Debtors, responsible for the matters described in the Application. The Debtors recognize that a careful selection should be made when selecting and managing any counsel acting for debtors in a chapter 11 case, to ensure that the professionals are subject to the same client-driven market forces, scrutiny, and accountability as professionals in non-bankruptcy engagements.

4. Here, Brannock & Humphries has been engaged by the Debtors since 2014, for what were non-bankruptcy matters, and Brannock & Humphries was subjected to the client-driven market forces and scrutiny when it was originally retained. The contemplated engagement continues Brannock & Humphries’ engagement on the same terms, including a discount from Brannock & Humphries’ standard hourly rates, subject only to the standard periodic rate increase.

5. In addition, under the contemplated engagement, Brannock & Humphries will charge only those actual and necessary expenses, for which it bills its clients, incurred in connection with the rendering of legal services described in the Application, by category and nature of services rendered.

6. It is my understanding that when Brannock & Humphries was originally retained in May 2014, Gawker Media considered alternative law firms as part of its selection process. Gawker Media’s decision to retain Brannock & Humphries required consideration of cost, but more importantly, its expertise in appellate. Brannock & Humphries was retained in a non-bankruptcy environment, and was subjected to the competition in the non-bankruptcy marketplace when it was retained.

Rate Structure


7. In my capacity as Chief Restructuring Officer, I am responsible, along with Heather Dietrick (General Counsel), for monitoring outside counsel retained by the Debtors in the ordinary course of business. As indicated above, Brannock & Humphries has informed the Debtors that the rates charged to the Debtors by Brannock & Humphries reflect a discount off of the firm's standard hourly rates and that its rates for the Services are comparable to or less than the rates Brannock & Humphries charges for similar matters in a non-bankruptcy environment. As discussed below, I am responsible for reviewing the invoices regularly submitted by Brannock & Humphries.

Cost Supervision

8. The Debtors and Brannock & Humphries are working on a prospective budget and staffing plan for the period from the Petition Date to 120 days after the Petition Date, recognizing that in the course of a large chapter 11 case, it is possible that there may be a number of unforeseen fees and expenses that will need to be addressed by the Debtors and Brannock & Humphries. The Debtors further recognize that it is their responsibility to monitor closely the billing practices of their counsel to ensure the fees and expenses paid by the estate remain consistent with the Debtors expectations and the exigencies of these chapter 11 cases. The Debtors will continue to review the invoices that Brannock & Humphries regularly submits, and together with Brannock & Humphries, amend the budget and staffing plan periodically.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: July 25, 2016



William D. Holden